

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

IN RE:

D&H DEMOLITION, LLC

Employer, and

Case 05-RC-183865

**CONSTRUCTION AND MASTER
LABORERS' LOCAL UNION 11,
LIUNA,**

Petitioner.

**PETITIONER'S OPPOSITION TO
EMPLOYER'S REQUENT FOR REVIEW**

The Petitioner, Construction and Master Laborers' Local Union 11, affiliated with the Laborers' International Union of North America, (hereinafter, the "Union" or "Local 11"), files this Opposition to the Employer, D&H Demolition, LLC's request for review.¹

The Board should deny the Employer's request for review because the acting Regional Director's determination that Carlos Lara did not voluntarily quit the Employer prior to the conclusion of the last project on which he was employed was supported by substantial evidence and not clearly erroneous. The Employer's second argument, that the Board should alter the *Daniel/Steiny* doctrine, is barred by the Employer's Stipulated Election Agreement. In the Stipulated Election Agreement, the Employer expressly agreed to the following standard for defining voter eligibility: "employees meeting either of those criteria [above] who were terminated for cause or *who quit voluntarily prior to the completion of the last job for which*

¹ This opposition is timely under NLRB Rules and Regulation 102.67(f), which specifies that any opposition to a request for review should be submitted seven days after the last date for filing a request for review. The certification in this case issued on September 18, 2018. Under Rule 102.67(c), the last day to file a timely request for review was October 2, 2018. Seven days after October 2, 2018 is October 9, 2018.

they were employed, are not eligible.” See Stipulated Election Agreement (attached hereto as Exhibit A).² Having so stipulated, the Employer waived its right to request that the Board overturn the Regional Director’s Decision based upon a different standard. Because there is no evidence in the record supporting the conclusion that Lara intended to quit his employment at all, much less prior to his last project, the Acting Regional Director’s decision should be upheld and this request for review should be denied.

STATEMENT OF THE ISSUES

1. Did D&H demonstrate that Carlos Lara, who otherwise is an eligible voter, voluntarily quit prior to completing the last project on which he was employed?
2. Is D&H precluded from arguing for a different standard of voter eligibility due to its waiver of the argument in the parties’ Stipulated Election Agreement?

FACTS

A post-election hearing was held on April 24 and 25, 2018. At the hearing, evidence was given with respect to eleven contested voters who submitted ballots in the underlying election, but were not included on the voter eligibility list. Following the evidence adduced at the hearing, the Union continued to advocate for the eligibility only of Carlos Lara and Herminia Banegas. The Acting Regional Director found that Lara was eligible but that Banegas was not. Shortly thereafter, ballots were tallied with the result that the Union prevailed in the election.

The facts adduced at the hearing with respect to Lara’s eligibility follows.

² Because the election in this matter was re-run, there are two Stipulated Election Agreements, both of which are included in Exhibit A. The first is dated September 18, 2016, the second is dated April 25, 2017.

A. Carlos Lara

The Employer stipulated that Mr. Lara worked a sufficient number of days to be eligible. The sole basis advanced by the Employer for not counting Mr. Lara's vote was that he voluntarily quit. In support of this contention, D&H offered testimony from two witnesses: Jose Santos, and D&H supervisor, and Margot Aguilar, an administrative assistant employed by D&H.

Mr. Santos testified that he last worked with Mr. Lara in May 2017 on Phase 1 of the Laurel High School project. Mr. Lara completed the work on Phase 1, and was laid off with the other D&H employees. Tr. 90: 11-25. Immediately before Phase 2 of the Laurel High School project started, Mr. Santos called Mr. Lara to see if he was available to work on Phase 2. Tr. 87:23-88:4. Mr. Lara responded that he was in the hospital and was not available to work on the project. Mr. Santos told Mr. Lara that when he was ready he should call the office to see if there is a position available. Mr. Santos has not personally worked with Mr. Lara since. *Id.*

Margot Aguilar testified that, in her role as an administrative assistant for D&H, she frequently calls workers to tell them of employment opportunities with D&H. Ms. Aguilar testified that in July 2017 she called Mr. Lara to offer him a position on a D&H Project that started the following day. Mr. Lara responded that he was sick and unavailable to work the following day. Ms. Aguilar told Mr. Lara to call the office back when he is available to work. To Ms. Aguilar's knowledge, Mr. Lara has not called the office back since that time.

DEFINITION OF ELIGIBLE VOTERS

All of the voters who submitted ballots in this election were not employed by the Employer on the eligibility date. Therefore, the following section of the definition of the eligible voters from the Stipulated Election Agreement in this proceeding is relevant:

Also eligible to vote are all employees in the unit(s) who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.

See Ex. A (attached hereto).

ARGUMENT

I. IN THE STIPULATED ELECTION AGREEMENT, D&H DEMOLITION WAIVED ITS RIGHT TO ARGUE FOR ANY DIFFERENT STANDARD FOR VOTER ELIGIBILITY.

The exception in the *Daniel/Steiny* formula for voluntary quits or discharges for cause provides that a potential voter only will be ineligible if “those employees ... had been terminated for cause or quit voluntarily *prior to the completion of the last job for which they were employed.*” *Steiny & Co., Inc.*, 308 NLRB 1323, 1326 (1992) (emphasis added). This standard was incorporated word-for-word into the parties’ Stipulated Election Agreement as the agreed-upon standard for voter eligibility, and the Employer agreed to it.

Now, however, the Employer is asking the Board to adopt a different standard that would render ineligible any voter who expressed an intent to quit after the completion of the last job on which they were employed *but before* the next job on which they were asked to work. Simply stated, if the Employer wanted to preserve its right to argue for a different eligibility standard, it should not have entered into the Stipulated Election Agreement. The Employer, however, *did stipulate* to the standard of eligibility that it now attacks, and therefore it waived its right to request a different standard in this proceeding. Because the Employer’s argument to adopt a different standard for voter eligibility conflicts with the Stipulated Election Agreement, this argument is waived and should be rejected.

II. MR. LARA’S BALLOT SHOULD BE COUNTED BECAUSE D&H FAILED TO PROVE THAT HE VOLUNTARILY QUIT BEFORE COMPLETING THE LAST PROJECT FOR WHICH HE WAS EMPLOYED.

Under longstanding Board law, the party challenging a ballot must demonstrate that the voter expressed a clear intent to quite before the election. *St. Joseph Ambulance Serv.*, 346 NLRB 1311, 1315 (2006). Here, the evidence is clear that Mr. Lara did not quit “prior to the completion of the last job for which they were employed.” *Id.* Instead, the testimony from Mr. Santos makes clear that Mr. Lara worked on Phase 1 of the Laurel High School project until Phase 1 was completed, and the D&H employees were laid off. Tr. 90: 11-25.

Moreover, both Mr. Santos and Ms Aguilar made clear that, in D&H’s view, Mr. Lara was welcome to return to work with D&H, and no witness testified that Lara ever said or suggested that he would not return to the D&H in the future. Instead, the evidence only shows that they offered him work in June and July of 2017, and he was unable to accept the new assignments at that time because he was sick. This is not evidence of an employee quitting. At most, it is evidence of an employee temporarily unavailable for assignments. But it was D&H Demolition’s burden to affirmatively demonstrate that Lara voluntarily resigned. D&H obviously failed to carry this burden, and Acting Regional Director’s finding to this effect was proper.

A meritorious request for review requires a demonstration that the Regional Director’s factual findings were “clearly erroneous.” D&H has plainly failed to meet this burden. Accordingly, D&H’s request for review should be denied.

CONCLUSION

Based upon the foregoing, D&H's request for review should be denied.

October 9, 2018

Respectfully submitted,

/s/Brian J. Petruska

Brian J. Petruska

bpetruska@maliuna.org

General Counsel

Laborers' Mid-Atlantic Regional Organizing
Coalition

11951 Freedom Drive, Rm. 310

Reston, Virginia 20190

Tel: 703-476-2538

Fax: 703-860-1865

*Attorney to Petitioner Construction & Master
Laborers' Local Union 11, LIUNA*

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a copy of the foregoing OPPOSITION TO REQUEST FOR REVIEW was served on the parties identified below by Electronic Mail:

Edward Noonan, Esq.
Eckert, Seamans, Cherin & Mellott, LLC
1717 Pennsylvania Avenue, N.W. 12th Floor
Washington, DC 20006
Enoonan@eckhertseamans.com

Acting Regional Director Nancy Wilson
Region 5, NLRB
100 S. Charles St., 6th Floor
Baltimore, MD 21201

/s/Brian J. Petruska
Brian J. Petruska

Exhibit A

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

D & H Demolition, LLC

Case 05-RC-183865

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, D & H Demolition, LLC, a limited liability corporation with an office and principle place of business in Glen Burnie, Maryland, Employer's facility, is engaged in the business of performing demolition and asbestos removal. During the 12-month period ending August 31, 2016, the Employer, in conducting its operations described herein, purchased and received at its Glen Burnie, Maryland facility and Maryland jobsites goods valued in excess of \$50,000 directly from points outside the State of Maryland.

3. LABOR ORGANIZATION. The Petitioner is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 3:00 p.m. on Thursday, October 13, 2016, ballots will be mailed to voters from the National Labor Relations Board, Region 05 Resident Office, 1015 Half Street SE, Washington, DC 20570-0001. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by Thursday, October 20, 2016, should communicate immediately with the National Labor Relations Board by either calling the Region 05 Resident Office at (202)208-3000 or our national toll-free line at 1-866-667-NLRB (1-866-667-6572).

All ballots will be commingled and counted at the Region 05 Resident Office on Thursday, November 3, 2016, at 3:00 p.m. In order to be valid and counted, the returned ballots must be received in the Region 05 Resident Office prior to the counting of the ballots.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time laborers, including demolition and asbestos removal employees employed directly by the Employer at its jobsites at which the Employer performs work in the District of Columbia and in Maryland within the District of Columbia metropolitan area; excluding employees at any jobsite who are jointly employed by the Employer and any other employer, foreman, superintendents, office clerical employees,

Initials: _____

confidential employees, managerial employees, professional employees, guards and supervisors as defined in the Act.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending September 16, 2016**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Also eligible to vote are all employees in the unit(s) who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote by mail as described above in paragraph 4.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. VOTER LIST. Within 2 business days after the Regional Director has approved this Agreement, the Employer must provide to the Regional Director and all of the other parties a voter list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available personal home and cellular telephone numbers) of all eligible voters. The Employer must also include, in a separate section of that list, the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge. The list must be filed in common, everyday electronic file formats that can be searched. Unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. The font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. When feasible, the list must be filed electronically with the Regional Director and served electronically on the parties. The Employer must file with the Regional Director a certificate of service of the list on all parties.

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of the need to have the Notice of Election and/or ballots translated.

The question on the ballot will be "Do you wish to be represented for purposes of collective bargaining by Construction and Master Laborers' Local Union 11, affiliated with Laborers' International Union of North America?" The choices on the ballot will be "Yes" or "No"

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer must post copies of the

Initials: _____

Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted, at least three (3) full working days prior to 12:01 a.m. of the day of the election. The Employer must also distribute the Notice of Election electronically, if the Employer customarily communicates with employees in the unit electronically. Failure to post or distribute the Notice of Election as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. NOTICE OF ELECTION ONSITE REPRESENTATIVE. The following individual will serve as the Employer's designated Notice of Election onsite representative: David Henriquez, Operations Manager; 889 Airport Park Road, Suite C, Glen Burnie, Maryland, 21061; david.dhdemo@gmail.com; facsimile number: 410-761-0018.

10. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

11. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

12. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

13. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

D & H DEMOLITION, LLC

(Employer)

**CONSTRUCTION AND MASTER
LABORERS' LOCAL UNION 11,
AFFILIATED WITH LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA**

(Petitioner)

By /s/ Edward R. Noonan 9/16/16
(Name) (Date)

By /s/ Brian J. Petruska 9/16/16
(Name) (Date)

Recommended: /s/ Ximena P. Molano 9/16/16
XIMENA P. MOLANO, Field Examiner
(Date)

Date approved: September 19, 2016

/s/ Charles L. Posner

**Regional Director, Region 05
National Labor Relations Board**

**UNITED STATES GOVERNMENT
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

D&H Demolition, LLC

Cases 05-CA-186463 and 05-RC-183865

and

**Construction and Master Laborers' Local
Union 11, affiliated with Laborers'
International Union of North America**

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by the undersigned parties to this proceeding that:

1. Pursuant to a Stipulated Election Agreement approved by the Regional Director, Region 5, on September 19, 2016, an election was conducted in this matter via United States mail, with a count scheduled for November 3, 2016. The appropriate collective bargaining unit consisted of:

Included: All full-time and regular part-time laborers, including demolition and asbestos removal employees employed directly by the Employer at its jobsites at which the Employer performs work in the District of Columbia and in Maryland within the District of Columbia metropolitan area.

Excluded: Employees at any jobsite who are jointly employed by the Employer and any other employer, foreman, superintendents, office clerical employees, confidential employees, managerial employees, professional employees, guards and supervisors as defined in the Act.

2. On October 18, 2016, the Petitioner Union filed a charge in Case 05-CA-186463 and a Request to Block the Petition in Case 05-RC-183865.

3. On November 3, 2016, the ballots Region 5 received by United States mail were impounded by the Region based upon a determination by the Regional Director that the ballots should be impounded pending the investigation of Case 05-CA-186463.

4. **IT IS HEREBY STIPULATED AND AGREED** by and between the undersigned parties that the election conducted in Case 05-RC-183865 described above in paragraph 3, should be set aside and a second election conducted without regard to the merits of the blocking charge.

BED

5. With respect to the election described above in paragraph 3, in Case 05-RC-183865 and impounded ballots, the Employer and the Union hereby waive the right to: (a) opening the mail ballots received by the Region 5 office; (b) submit any objections or further evidence pertaining to the election; (c) a Report to the Board on any objections; (d) a Report and Recommendation on any said objections; (e) except to any such Report and Recommendation on said objections; (f) a Decision and Order by the Board on said objections; (g) all other proceedings concerning said election to which they may be entitled under the Act or the Rules and Regulations of the Board.

6. Concurrent with this stipulation, the parties are entering into an informal settlement in Case 05-CA-186463 (the "Informal Settlement").

7. The parties hereby agree that once D&H Demolition, LLC has taken all action required by the Informal Settlement and the full period for the notice posting has passed, the Regional Director may proceed to conduct a second election in Case 05-RC-183865 at a date, time, and place to be decided by the Regional Director.

8. Eligible to vote in the election will be the employees employed in the appropriate collective bargaining unit described above. The election date, times, place and payroll period for eligibility will be determined by the Regional Director in consultation with the parties and in consideration of the expiration of the Notice posting period described in the Informal Settlement.

9. **IT IS FURTHER AGREED** by the Employer that, as required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and the parties named in this stipulation an alphabetized list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters, accompanied by a certificate of service on all parties. To be filed and served, the list must be received by the Regional Director and the parties within two business days upon request of the Regional Director. The letter requesting election eligibility list will designate the appropriate payroll eligibility period as discussed in the immediately preceding paragraph. **The Region will no longer serve the voter list.**

10. **IT IS FURTHER STIPULATED AND AGREED** that the Notice of Election for the rerun election will contain the following language:

The election conducted with a ballot count scheduled for November 3, 2016, was set aside by mutual agreement of the parties, in lieu of litigating allegations of objectionable conduct by the Employer that interfered with the employees' exercise of free and reasoned choice and which the Employer denies. A rerun election will be held in accordance with the terms of this Notice of Election. All eligible voters should understand that the National Labor Relations Act, as amended, gives them the right to cast their ballots as they see fit, and protects them in the exercise of this right, free from interference by any of the parties.

11. **IT IS FURTHER STIPULATED AND AGREED** that all procedures involving the conduct of the rerun election and subsequent to the conclusion of the counting of ballots in the rerun election shall be in conformity with the Rules and Regulations of the Board.

D & H DEMOLITION, LLC


(Employer)

By /s/ Edward R. Noonan 4/12/17
(Name) (Date)

**CONSTRUCTION AND MASTER
LABORERS' LOCAL UNION 11,
AFFILIATED WITH LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA**

(Petitioner)

By

 4/27/17
(Name) (Date)

Recommended: Barbara E. Duvall April 24, 2017
Barbara E. Duvall, Field Attorney (Date)

Date approved: 4/25/17

/s/ Charles L. Posner

**Regional Director, Region 05
National Labor Relations Board**



United States of America
National Labor Relations Board
NOTICE OF ELECTION



INSTRUCTIONS TO EMPLOYEES VOTING BY U.S. MAIL
RERUN OF THE ELECTION HELD ON SEPTEMBER 19, 2016

NOTICE TO ALL VOTERS

The election conducted with a ballot count scheduled for November 3, 2016, was set aside by mutual agreement of the parties, in lieu of litigating allegations of objectionable conduct by the Employer that interfered with the employees' exercise of free and reasoned choice and which the Employer denies. A rerun election will be held in accordance with the terms of this Notice of Election. All eligible voters should understand that the National Labor Relations Act, as amended, gives them the right to cast their ballots as they see fit, and protects them in the exercise of this right, free from interference by any of the parties.

PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See **VOTING UNIT** in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail *Instructions to Employees Voting by United States Mail*, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

ELIGIBILITY RULES: Employees eligible to vote are those described under the **VOTING UNIT** on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election are not eligible to vote.

CHALLENGE OF VOTERS: An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.

METHOD AND DATE OF ELECTION

The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 3:00 p.m. on Friday, January 19, 2018, ballots will be mailed to voters from the National Labor Relations Board, Region 05 Resident Office, 1015 Half Street SE, Washington, DC 20570-0001. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by Friday, January 26, 2018, should communicate immediately with the National Labor Relations Board by either calling the Region 05 Resident Office at (202)208-3000 or our national toll-free line at 1-866-667-NLRB (1-866-667-6572).

All ballots will be commingled and counted at the Region 05 Resident Office on Friday, February 9, 2018 at 3:00 p.m. In order to be valid and counted, the returned ballots must be received in the Region 05 Resident Office prior to the counting of the ballots.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



INSTRUCTIONS TO EMPLOYEES VOTING BY U.S. MAIL

05-RC-183865

N.L.R.B./202-208-3000

05-RC-183865

VOTING UNIT – For Certain Employees of – D & H DEMOLITION, LLC

EMPLOYEES ELIGIBLE TO VOTE: All full-time and regular part-time laborers, including demolition and asbestos removal employees employed directly by the Employer at its jobsites at which the Employer performs work in the District of Columbia and in Maryland within the District of Columbia metropolitan area who were employed by the Employer during the payroll period ending December 30, 2017.

EMPLOYEES NOT ELIGIBLE TO VOTE: Employees at any jobsite who are jointly employed by the Employer and any other employer, foreman, superintendents, office clerical employees, confidential employees, managerial employees, professional employees, guards and supervisors as defined in the Act.

Also eligible to vote are all employees in the unit(s) who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.

DATE, HOURS AND PLACE OF ELECTION

The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 3:00 p.m. on Friday, January 19, 2018, ballots will be mailed to voters from the National Labor Relations Board, Region 05 Resident Office, 1015 Half Street SE, Washington, DC 20570-0001. Voters must sign the outside of the envelope in which the ballot is returned. **Any ballot received in an envelope that is not signed will be automatically void.**

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by Friday, January 26, 2018, should communicate immediately with the National Labor Relations Board by either calling the Region 05 Resident Office at (202)208-3000 or our national toll-free line at 1-866-667-NLRB (1-866-667-6572).

All ballots will be commingled and counted at the Region 05 Resident Office on Friday, February 9, 2018 at 3:00 p.m. In order to be valid and counted, the returned ballots must be received in the Region 05 Resident Office prior to the counting of the ballots.

	<p>UNITED STATES OF AMERICA ESTADOS UNIDOS DE AMERICA National Labor Relations Board Junta Nacional De Relaciones Del Trabajo 05-RC-183865 OFFICIAL SECRET BALLOT PAPELETA SECRETA OFICIAL For certain employees of Para Ciertos Empleados De D & H DEMOLITION, LLC</p>	
<p>Do you wish to be represented for purposes of collective bargaining by ¿Desea usted estar representado para los fines de negociar colectivamente por</p> <p>CONSTRUCTION AND MASTER LABORERS' LOCAL UNION 11, AFFILIATED WITH LABORERS' INTERNATIONAL UNION OF NORTH AMERICA?</p>		
<p>MARK AN "X" IN THE SQUARE OF YOUR CHOICE MARQUE CON UNA "X" DENTRO DEL CUADRO DE SU SELECCIÓN</p>		
<p>YES SI</p> <input type="checkbox"/>	<p>NO NO</p> <input type="checkbox"/>	
<p>DO NOT SIGN THIS BALLOT. See enclosed instructions. NO FIRME ESTA PAPELETA. Vea las Instrucciones incluidas.</p> <p>The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.</p> <p>La Junta Nacional de Relaciones del Trabajo no respalda a ninguna de las opciones en esta elección. Cualquier marca que se pueda ver en cualquier muestra de la papeleta no fue hecha por la Junta Nacional de Relaciones del Trabajo.</p>		



United States of America
National Labor Relations Board
NOTICE OF ELECTION



INSTRUCTIONS TO EMPLOYEES VOTING BY U.S. MAIL

RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or the mail ballots are dispatched in a mail ballot election
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (202)208-3000 or visit the NLRB website www.nlr.gov for assistance.